

AG Contract No. KR03-0028TRN  
ADOT ECS File No JPA 02-172  
Project No.: S 088-A-503  
TRACS No.: H 5960 01C  
Item No.: 11901  
Section: Lost Dutchman State Park  
Improvements

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA,  
DEPARTMENT OF TRANSPORTATION  
AND  
THE STATE PARKS BOARD

THIS AGREEMENT is entered into August 8, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "ADOT") and the ARIZONA STATE PARKS BOARD acting by and through its EXECUTIVE DIRECTOR (the "State Parks Board").

### I. RECITALS

1. The ADOT is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The State Parks Board is empowered by Arizona Revised Statutes Section 41-511.05 (2) (7) to enter into this agreement and has delegated to the its Executive Director the authority to execute this agreement on behalf of the State Parks Board by Board action on 9-20-2001.

3. The ADOT and the State Parks Board desire to participate in the construction of turn lanes on SR-88 at the Lost Dutchman State Park entrance and in the construction of new interior Park roads and parking areas in an amount estimated at \$900,000.00, hereinafter referred to as the "Project", for the safety and benefit of the traveling public. The parties hereto agree that the ADOT shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 26221  
Filed with the Secretary of State  
Date Filed: 08/08/03  
Janice K. Brewer  
Secretary of State

By: Vincent L. Harnwald

## **II. SCOPE OF WORK**

### **1. The ADOT will:**

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Submit to the State Parks Board and incorporate or resolve State Parks Board review comments within 15 days of receipt.

b. Call for bids and award one or more construction contract(s) for the Project. Administer same, and make all payments to the contractor(s).

c. Be responsible for the cost of the Project in an amount estimated at \$900,000.00. Be responsible for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Upon completion, approve and accept the Project on behalf of the parties hereto.

### **2. The State Parks Board will:**

a. Review the design documents and provide written comments to the ADOT and return within 15 days of receipt.

b. Be responsible for its proportionate share of any cost increases, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State Parks Board.

c. Upon completion and acceptance of the Project by the ADOT, be responsible for providing routine roadway maintenance, maintenance of traffic signs, roadway markings, parking striping, parking signs, and litter control and pickup, within the Lost Dutchman State Park, all at the State Parks Board expense.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

3. **Non-Discrimination.** The contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans With Disabilities Act. The contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

4. **Non-Availability of Funds.** Every payment obligation of ADOT under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by ADOT at the end of the period for which the funds are available. No liability shall accrue to ADOT in the event this provision is exercised, and ADOT shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602-712-7424


Arizona State Parks Board  
Diane Gray, Contract Manager  
1300 W Washington Street  
Phoenix, AZ 85007

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

STATE OF ARIZONA  
Arizona State Parks Board

STATE OF ARIZONA  
Department of Transportation

By   
KEN TRAVOUS  
Executive Director

By   
SUSAN TELLEZ  
Contract Administrator

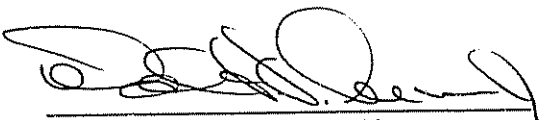
**RESOLUTION NO. 161**  
**By the Arizona State Parks Board**  
**Authorizing the Execution of the Interagency Agreement**  
**With the Arizona Department of Transportation**

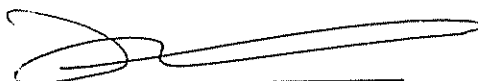
Under powers granted to the Arizona State Parks Board by ARS 41-511.05, BE IT RESOLVED on this 20<sup>th</sup> day of September 2001, that the Arizona State Parks Board determines it is in the best interest of the State of Arizona to enter into an Interagency Agreement with the Arizona Department of Transportation wherein the Arizona Department of Transportation will improve various areas within the listed State Parks, including, but not limited to, road and parking area construction, drainage easements, construction easements, road rights-of-way, and the acquisition of such lands in the name of the Arizona State Parks Board where necessary to accomplish such improvements. The Arizona State Parks Board designates as public highways the roads, spurs, and other traffic related appurtenances within the listed State Parks for the purposes of constructing improvements under this and subsequent Interagency Agreements.

Therefore, authorization is hereby given to the Arizona State Parks Board's Executive Director, or his designee, to sign said Interagency Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.

The attached listing is the Arizona Department of Transportation/Arizona State Parks Board Road Improvement Program. The project listed are scheduled to be initiated within the fiscal year shown.

PASSED, ADOPTED, AND APPROVED by the Arizona State Parks Board on this 20<sup>th</sup> day of September 2001.

  
Walter D. Armer, Jr., Chairman

  
Assistant A.G.  
(Approved as to form)



**ADOT/ARIZONA STATE PARK  
ROAD IMPROVEMENT PROGRAM  
FIVE YEAR PLAN - F.Y. 2002-2006  
February 7, 2001, Revised April 26, 2001**

<b>F.Y.</b>	<b>PARK</b>	<b>WORK</b>	<b>BUDGET</b>
2002	Patagonia Lake	Cst Road, Phase II	\$1,150,000 <sup>1</sup>
	Buckskin Mt. (River Island)	Design	185,000
	Lost Dutchman	Design	185,000
	Lyman Lake	Design	180,000
	Tubac	Design	150,000 <sup>2</sup>
	Statewide	Contingencies	75,000
	Statewide	Design Modifications	50,000
			<u>\$1,975,000</u>
2003	Alamo Lake	Cst Road, Phase II	\$1,400,000 <sup>3</sup>
	Catalina	Cst Road, Phase III	1,400,000 <sup>4</sup>
	San Rafael	Cst Road	500,000 <sup>5</sup>
	Tubac	Cst Road, Phase II	500,000 <sup>6</sup>
	Statewide	Contingencies	50,000
	Statewide	Design Modifications	50,000
			<u>\$3,900,000</u>
2004	Lost Dutchman	Cst Road, Phase II	\$950,000
	Buckskin Mt. (River Island)	Cst Road, Phase II	850,000
	Tombstone Courthouse	Design	100,000
	Statewide	Contingencies	50,000
	Statewide	Design Modifications	50,000
			<u>\$2,000,000</u>
2005	Lyman Lake	Cst Road	\$900,000
	Tombstone Courthouse	Cst Road	450,000
	Patagonia Lake	Design	125,000
	Lake Havasu	Design	125,000
	Tonto Natural Bridge	Design	125,000
	Kartchner Caverns	Design	125,000
	Statewide	Contingencies	75,000
	Statewide	Design Modifications	75,000
			<u>\$2,000,000</u>
2006	Arizona State Park Roadway Improvements		\$2,000,000

<sup>1</sup>Change from \$1,100,000 in Tentative FY 02-06 to \$1,150,000 (Item 12300)

<sup>2</sup>Change from \$200,000 in Tentative FY 02-06 to \$150,000 (Item 26002)

<sup>3</sup>Change from \$1,150,000 in Tentative FY 02-06 to \$1,400,000 (Item 16702)

<sup>4</sup>Reprogramming from FY 01 to FY 03 Approved by Transportation Board (Item 16500)

<sup>5</sup>Reprogramming from FY 01 to FY 03 Pending PRB/PPAC/Board Approval (Item 25001)

<sup>6</sup>Change from \$750,000 in Tentative FY 02-06 to \$500,000 (Item 16002)

## APPROVAL AS TO FORM

RE: Attorney General Contract No.: KRO3-0304-LNR-PAR  
IGA between PARKS and ADOT re Lost Dutchman

Pursuant to your request, the Attorney General's Office has reviewed the above referenced contract and approved it as to form. When reviewing this contract for form, the Attorney General's Office considers whether the following situations have been addressed:

1. Identification of parties;
2. Offer and acceptance;
3. Existence of contract consideration (we do not review to determine if consideration is adequate); and
4. That certain provisions specifically required by statute are included (provisions concerning Non-Availability of funds; Audit of Records, A.R.S. § 35-214; Conflict of Interest, A.R.S. § 38-511; Non-discrimination, Executive Order 99-4; Third Party Antitrust Violations; and others).

Although we will notify you if we observe other issues or problems with a contract, we have not reviewed the contract for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval of the form should not be considered approval of the underlying policy considerations addressed by the contract.

DATED this 8th day of April, 2003.

By Joy L. HERNBRODE  
Assistant Attorney General  
JOY L. HERNBRODE